



**SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW-CLC**

SAN JOSE H.Q.

2302 Zanker Road
San Jose, CA 95131

Phone: 408-678-3300

Fax: 408-954-1538

Phone: 408-678-3398

(Vendors)

BAKERSFIELD

1001 17th Street
Bakersfield, CA 93301

Phone: 661-321-4160

Fax: 661-325-7814

FRESNO

5228 E. Pine Avenue
Fresno, CA 93727

Phone: 559-447-2560

Fax: 559-261-9308

HANFORD

101 N. Irwin St., Suite 205
Hanford, CA 93230

Phone: 559-587-1521

Fax: 559-587-1524

SALINAS

HOLLISTER

334 Monterey Street
Salinas, CA 93901

Phone: 831-784-2560

Fax: 831-757-1863

Phone: 831-636-3455

Fax: 831-636-0787

(Hollister)

SAN CARLOS

981 Industrial Rd., Suite A
San Carlos, CA 94070

Phone: 650-801-3500

Fax: 650-595-1930

SANTA CRUZ

WATSONVILLE

517B Mission Street
Santa Cruz, CA 95060

Phone: 831-824-9255

Fax: 831-459-0756

Fax: 831-724-9095

(Watsonville)

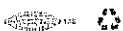
VISALIA

1811 W. Sunnyside Avenue
Visalia, CA 93277

Phone: 559-635-3720

Fax: 559-733-5006

www.seiu521.org



May 26, 2015

Santa Clara Family Health Plan
and CEO Elizabeth Darrow
210 E. Hacienda Avenue
Campbell, CA 95008

Dear Governing Board and Elizabeth Darrow,

We are writing to you today to inform you that the employees of the Santa Clara Family Health Plan are in a process for forming a union with SEIU Local 521. The work we do at the SCFHP is critical to ensuring our clients have access to the critical health care services they need for themselves and their family. This is especially true with the expansion of Medi-Cal with the implementation of the Affordable Care Act. We also know that when employees have real say over our jobs, then the quality of services improves. SEIU is the largest public and health care union in the state and by forming a union with them, we will benefit both our employees and our agency.

Employee relations for Santa Clara Family Health Plan are governed by the MMBA. Under the MMBA the union is recognized when a majority of employees express support for joining a union. We request that once this is done the signatures will be counted to verify majority support by a mutually agreed upon 3rd party.


We also request for a fair process in forming our union that ensures neutrality from the employer. Specifically, we request that the Executive Team and Management of Santa Clara Family Health Plan not interfere in any way with our decision in forming a union. We request that management not engage in any activities that interfere, intimidate or otherwise influences employees, including, but not limited to: holding meetings with employees to discuss the union -- either in groups or in one on one meetings -- singling out employees that support the union; making threats or promises to employee regarding their decision to form a union; and/or disciplining or firing people for their support of the union.

Should you have any questions, please contact our representative with SEIU Local 521, Pearson Woods at 205-422-0330. Thank you in advance for your cooperation.

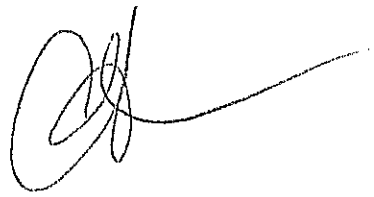
Sincerely,

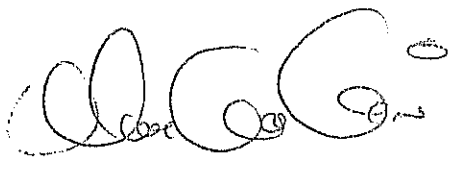
The Santa Clara Family Health Plan Organizing Committee

April Tudy Pitt 

Marjorie Alvarez 

Gene Cord 

Stacy Reuter 

Hypna Delgado 

MARIA G VENEGAS 



Santa Clara
Family Health Plan
The Spirit of Care

TO: Santa Clara County Health Authority Employees
FROM: Governing Board of Santa Clara County Health Authority
DATE: June 3, 2015

Dear Santa Clara County Health Authority Employees:

We have recently learned that SEIU Local 521 is interested in becoming the bargaining representative of Santa Clara County Health Authority employees. The Union has asked that the Authority sign a promise of neutrality during its organizing effort. Many of us on the Board of the Santa Clara County Health Authority have strong ties to organized labor. We are reviewing the neutrality language proposed by the Union and we can assure you the Authority will remain completely neutral.

The law is clear. You have the right to support, form and join your coworkers in a Union and you also have the right to refrain from doing so. Nevertheless, whether SEIU Local 521 would be good for you is for you to decide. Under California law, if the Union presents a valid showing of interest of more than 30% but less than 50% of the employees in an appropriate bargaining unit, the Public Employment Relations Board will conduct a fair, secret ballot election to determine whether the Authority should recognize the Union as the exclusive representative of the employees in the bargaining unit. If the Union presents a valid showing of interest of more than 50% of the employees in an appropriate bargaining unit, the Authority will recognize the Union as the exclusive representative as provided by law.

We pledge that management will comply with the law at all times. Managers and supervisors will not discipline you, transfer you or discharge you because of your support for the Union or because you do not think having SEIU at our workplace is a good idea. We will not monitor employee activity on your own time that is either for or against the Union. We will promptly investigate any reports of intimidation of employees.

As a public agency, we fully believe in the importance of free speech. We will not prohibit discussion of the Union but we ask that conversations remain civil and respectful. Because our work is so important for our members we ask that you save discussion of non-work topics such as the Union for non-work times for example before beginning work, during rest and meal breaks, and after work. Please remember that any opinion stated by any employee is that employee's opinion only. No employee speaks for the Board regarding this very important issue. Santa Clara County Health Authority pledges to deal fairly with you and with the Union.

The Executive Staff has heard from some of our employees that Union representatives have called them or attempted to meet with them at their homes. We want to assure you that we do not know how the Union obtained employees' telephone numbers or addresses and that your personal information was not released by the Management or Human Resources staff.

Finally, the Board would like to compliment the Health Authority staff on the hard work and dedication you continue to show the Health Plan members and providers in our community. We thank you for your ongoing contributions to the success of the Health Plan.

Sincerely,

Michele Lew
Chairperson, Santa Clara County Health Authority

Neutrality and Recognition Procedure

The Service Employees International Union Local 521 (“The Union”) and Santa Clara Family Health Plan (“The Employer”) hereby agree to the following recognition procedure for all full-time and part-time staff employed at Santa Clara Family Health Plan, excluding managers, supervisors, temporary employees employed by a third party, and consultants.

The value of a respectful, cooperative and constructive relationship between the Employer and the Union is recognized as essential and mutually beneficial for the Employer’s continued success. The Union is considered a valuable partner in achieving this success.

The Employer agrees to adopt a position of neutrality with regard to any organizing campaign or effort that could affect the Union’s representation of the employees of the Employer. Neutrality means that, except as explicitly provided herein, the Employer will not in any way, directly or indirectly, involve itself in or help or hinder Union efforts to campaign or influence employees to sign a petition or otherwise aid, assist or support the Union.

The Employer (and its managers or supervisors) will not take any action or make any statement that will directly or indirectly state or imply any opposition by the Employer to the selection of a collective bargaining agent, or preference or opposition to SEIU Local 521 as a bargaining agent. The Employer shall advise its employees that the Employer is not opposed to the selection of SEIU Local 521 as their collective bargaining representative. The Employer shall refrain from lending any support or assistance of any kind to any individual or group opposed to SEIU Local 521.

The Employer agrees not to discriminate, discharge, lay-off, or discipline any employees because that employee joined the Union, signed a petition or engaged in any type of union activity. The Employer agrees to avoid any conduct that employees might reasonably perceive to be retaliation for employees having exercised their right to join a union.

The Union and its representatives will not coerce or threaten any employees of the Employer in an effort to obtain petition signatures.

Upon the Union’s request, the Employer will provide within five (5) days a list of the names, addresses, phone numbers, email addresses and work locations of all employees within classifications subject to this agreement. The Employer agrees to update the lists upon request from the Union.

In addition, the Employer and the Union shall meet to determine an appropriate method for the Union to communicate with the bargaining unit employees during working hours. Such communications shall include:

- The Employer will grant the Union access to employees at the job site for the purpose of distributing literature and meeting with bargaining unit employees, provided there is no interference with the conduct of the Employer's business or with the performance of work by the employees during their work time.
- Access shall include the right to post notices on designated Employer bulletin boards and the right to speak with employees during employee orientations, during all staff meetings and during non-work time.
- The Employer will grant the Union access to office space at the Employer's main site for meetings with employees.
- Upon request, the Employer will grant access to conference rooms for Union meetings.
- The Union may arrange a series of meetings for employees and will post notices for employees at the work location.

The Employer shall sign and make available to all of its employees (including management, supervisory and non-management/non-supervisory employees) and the Union, executed copies of the letter attached hereto. (Appendix A, "Neutrality Letter") This "Neutrality Letter" shall be on the Santa Clara Family Health Plan letterhead.

Once the Union claims majority status of the Employer, the Employer and the Union will meet within ten (10) days of the Union's notification of its claim of majority status. The Parties will mutually agree on a date and time to meet. The Union will notify the Employer of the collective bargaining unit it believes is appropriate which it seeks to represent. The Union will select a neutral third party who will verify the Union's majority status.

The Union will present a neutral third party with the signed petition. The Employer will present the neutral with a list of bargaining unit employees employed by the Employer as of the payroll period that ended prior to May 27, 2015. Only if there is a question as to the authenticity of a signature, the neutral third party may examine the signatures on the petition against any documents kept by the Employer in its regular course of business that contain the employee's signature. Once the neutral third party has examined the signatures on the petition and verified that the Union has a majority based on the list of employees employed by the Employer as of the payroll period that ended prior to May 27, 2015, said neutral third party will certify in writing that the Union represents the employees in the bargaining unit.

Once the neutral third party certifies the Union as the representative of the Employer's employees, the Employer will immediately sign a Recognition Agreement (Appendix B, "Recognition Agreement"), granting the Union exclusive recognition as the collective bargaining representative of the bargaining unit employees.

The Employer agrees to commence bargaining for a collective bargaining agreement for the recognized bargaining unit no later than fourteen (14) days after the Union submits a request in writing to begin bargaining. The Employer agrees to schedule bargaining at

least two (2) days a week, and to grant the Union’s bargaining team members paid release from work to participate in caucuses and bargaining sessions. The Employer agrees that it will not make any unilateral changes to wages, benefits or working conditions (including discipline, layoffs, reclassifications, etc.) between the time of the signing of this Neutrality Agreement and the settlement of a first Union Contract covering the bargaining unit.

The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. The impartial arbitrator shall be selected pursuant to the rules for expedited arbitrations of the American Arbitration Association. The arbitrators shall be members of the National Academy of Arbitrators. The decision of the arbitrator shall be final and binding upon the parties. The impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the Employer and the Union. Each party shall pay its own counsel.

If the arbitrator determines that the Employer has violated this agreement, the arbitrator shall fashion an appropriate remedy, which can include, but is not limited to, the restoration of a neutral environment, certifying the Union as the exclusive representative of the collective bargaining unit sought and monetary damages.

Further, the Union reserves its right to file a Request for Recognition or unfair practice charge with the California Public Employment Relations Board.

Agreed to and Signed,

Employer Representative

SEIU Local 521 Representative

Printed Name and Title

Printed Name and Title

Date

Date

Sharon Valdez

From: Dave Cameron
Sent: Tuesday, May 26, 2015 5:20 PM
To: Sharon Valdez
Subject: FW: Information Request from SEIU

fyi

From: Caitlin Grandison [<mailto:Caitlin.Grandison@seiu521.org>]
Sent: Tuesday, May 26, 2015 4:25 PM
To: Dave Cameron; Elizabeth Darrow
Cc: Pearson Woods; Albert Carlson; michele.lew@aaci.org
Subject: Information Request from SEIU

Hi Dave,

I work with Albert at SEIU Local 521. As per your discussion with our team earlier today, we are requesting the following information from SCFHP as soon as possible:

1. Any SCFHP policy or ordinance governing employer-employee relations, such as an Employee Relations Ordinance
2. Current Salary schedule
3. Current list of all SCFHP staff including their job class, email, home address, phone number, department, worksite location and hire date
4. Job descriptions for all full-time and part-time

Can you let us know when we should expect to receive each of the above documents? We are happy to pick up hard copies of documents if you are unable to email them. Thank you again for your cooperation.

Best,
Caitlin

Caitlin Grandison
SEIU Local 521
O: 408 678 3332
C: 510 246 9035